

Univ. of Penna. Trustees

Articles of Agreement Bet.  
Univ. of Penna. Trustees &  
George Watson. Med. Dept.

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GIFT OF  
WILLIAM PEPPER, 3RD







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ARTICLES OF AGREEMENT

BETWEEN

THE TRUSTEES OF THE UNIVERSITY OF  
PENNSYLVANIA

AND

GEORGE WATSON.

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MEDICAL DEPARTMENT.

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COLLINS, PRINTER.





*Penn. Univ. Trustees  
F501.40.125*

ARTICLES OF AGREEMENT made and entered into the day of July, in the Year of our Lord One Thousand Eight Hundred and Seventy-Three (1873), between "THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA," of the first part, and GEORGE WATSON of the city of Philadelphia, contractor and builder, of the second part.

*Penn. Univ. Trustees  
F501.40.125*

The said GEORGE WATSON for himself, and for his executors and administrators, and for every of them, does hereby covenant, promise, and agree to and with the said "The Trustees of the University of Pennsylvania," and their successors, in manner following; that is to say, that he, the said GEORGE WATSON his executors and administrators, for and in consideration of the sum of \$144,400, to be paid to him by the said parties of the first part, at the times and in the proportions hereinafter set forth, shall and will at his own proper costs and expense for all the material, carriage, labor, machines, insurance, and other charges, before the 1st day of October, in the year of our Lord one thousand eight hundred and seventy-four, with the best materials of the kinds specified and suitable for the proper purpose, substantially and in true workmanlike manner, to the entire satisfaction and under the supervision of Thomas W. Richards, the Architect appointed by the said parties of the first part, and also with the approval of the Building Committee of the said "The Trustees of the University of Pennsylvania," erect, build, set up, and finish according to the true intent and meaning of, and conformably in every respect with the plans, elevations, sections, drawings, and dimensions hereby adopted, and the specifications hereunto annexed, a Building with its appurtenances for the use and accommodation of the said "The Trustees of the University of Pennsylvania," and their successors, on the lot of ground bounded by Thirty-fourth and Thirty-sixth Streets, and by Spruce and Locust Streets, in the city of Philadelphia, and upon the site therein designated by the said Architect and Building Committee—it being hereby agreed and covenanted by and between the said parties of the first and second part that the specifications severally signed by the respective parties, and hereunto annexed before the execution of these presents, together with the plans and drawings by attestation of

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the said parties bearing even date herewith, shall be as valid and binding to all intents and purposes as if in these Articles particularly set forth or incorporated; and further, that the decision of the said Thomas W. Richards, the Architect aforesaid, shall be final and conclusive in any dispute which may arise by and between the parties hereto relative to the true purport and meaning of the plans and drawings hereby adopted, and of the specifications hereunto annexed; and it is hereby covenanted and agreed, and distinctly understood by and between the parties to this Agreement, that the said GEORGE WATSON shall not let or transfer this contract for erecting the said Building to any other person or persons, but will give his supervision to its complete performance; and it is hereby further covenanted and agreed by and between the said parties hereto, that upon notice from the Architect aforesaid, or from the Building Committee of the said parties of the first part, the said GEORGE WATSON, his executors or administrators shall and will take down, change, alter, and reconstruct, at his own proper cost and expense, any and all unfit and unsatisfactory workmanship or materials made use of in the construction of the said Building, and the said Architect and Building Committee shall jointly have the right to object to and to require the removal, change, and alteration of any and all materials and work not corresponding in quality and manner to those respectively designated in the specifications hereunto annexed. And it is hereby further covenanted and agreed by and between the parties hereto, that in case any omissions, alterations, additions, or extra work from or to the said designs, plans, and specifications, shall, by the said Building Committee, be thought necessary or expedient to be made or done during the course of the erection or construction of any part of the said Building or its appurtenances, the said omissions, alterations, additions, or extra work shall not in any way affect or invalidate these Articles of Agreement, but the particulars in writing of such proposed omissions, or alterations, or additions shall be signed and delivered by the said Building Committee, or the Chairman thereof, to the said GEORGE WATSON, his executors or administrators, who shall and will thereupon make and perform such additions or allow such omissions accordingly; and thereupon if the said parties of the first and second parts cannot forthwith agree upon the proper increase to or abatement from the consideration money hereinbefore named on account of the said additions, alterations, extra work, or omissions, then the particular matters of difference shall be referred to the decision of two (2) disinterested persons, one of whom shall be chosen by each of the parties hereto, and whose unanimous decisions upon all points of difference between the said parties shall be final and conclusive; and in case said referees shall not agree upon all the questions submitted to them, they shall decide so far as practicable, after which the special points of difference between said referees shall be submitted in writing to a third party or umpire, to be chosen by them, and whose decision upon such special points shall be final and conclusive, and binding upon the parties hereto, their and each of their successors, or executors, or administrators, respectively.

And it is hereby further covenanted and agreed by and between the said parties of the first and second parts, that the Building Committee of the Trustees of the University of Pennsylvania shall have every facility granted to them by the said



contractor for the placing and erecting of such parts of the completed building as are not included in the specifications, regard being had especially to the heating and plumbing; and that such parts shall be placed by them so as to cause no unnecessary delay to the said contractor in the completion of his work.

And it is hereby further covenanted and agreed by and between the said parties of the first and second parts, that during the construction of the said Building, and until the completion thereof and its delivery to the said "The Trustees of the University of Pennsylvania," and their successors, the said GEORGE WATSON, his executors or administrators, shall and will save and keep harmless and indemnified the said parties of the first part and their successors from all actions, suits, costs, and penalties, by reason of any neglect of city ordinances, encroachments upon neighboring premises, or from any other misfeasance or nonfeasance, accident, neglect, or other cause whatsoever, by or through the acts or default of any person or persons employed by the said party of the second part in the erection of the Building, and all losses, costs, damages, penalties, or expenses thereby incurred or occasioned, shall be borne, suffered, and paid for by the said party of the second part, his executors or administrators. And it is hereby further covenanted and agreed by and between the said parties hereto, that the said party of the second part, when and as often as by the said Building Committee so required, shall and will insure the said Building, at the cost of the said contractor, from all general and special risks for such sums not exceeding \$100,000, and in such fire insurance companies as the said Building Committee may approve, and shall and will forthwith assign and transfer the several policies of insurance to the said "The Trustees of the University of Pennsylvania," and their successors, to be held by them until the completion and delivery of the said Building, as security against any loss that might occur by the destruction or injury of the said premises. And the said party of the second part does hereby covenant and agree to and with the said parties of the first part, that on the first Monday of each and every month, commencing with the first Monday of August next ensuing the date hereof, and thereafter until the said Building shall be finished, the said GEORGE WATSON, his executors or administrators, shall and will make out and furnish to the said Architect, or to the said Building Committee, a careful and detailed statement and exhibit of the materials used in and towards the actual erection and construction of the said Building, and of the work done thereon during the month next preceding, not including in such statement any materials intended or prepared for use therein, if the same be not at the date of such statement actually and permanently set up or worked into the said Building, in accordance with the plans and specifications hereby adopted, which said statement and exhibit shall be submitted to the said Architect, who shall examine and verify the same, and shall thereupon determine the fair cash value of the materials and work therein specified, and from and out of the amount of each and every monthly valuation as aforesaid, twenty per centum thereof shall be reserved and retained by the said "The Trustees of the University of Pennsylvania," and their successors, upon making each monthly payment as hereinafter provided, as a security and guaranty for the true and faithful performance of the agreements and covenants of the party of the second part



herein contained. And the said party of the second part does hereby further covenant and agree with the said parties of the first part, that in case default shall be made in completing and finishing the said Building and its appurtenances, in accordance with these Articles of Agreement, and delivering the same to the said "The Trustees of the University of Pennsylvania," and their successors, on or before the 1st day of October, in the year of our Lord one thousand eight hundred and seventy-four, it shall and may be lawful for the said parties of the first part to keep and retain out of any moneys in their possession to which, upon final settlement as hereinafter provided, the said GEORGE WATSON, his executors or administrators, might or would be entitled, the sum of two thousand dollars for each and every calendar month, or the part of any calendar month, that default shall be made as aforesaid, not as a penalty, but as liquidated damages due by and received from the said party so in default, and which liquidated damages the said GEORGE WATSON for himself and for his executors and administrators, does hereby covenant and consent to be charged with, and to pay in the manner aforesaid to the said "The Trustees of the University of Pennsylvania," and their successors. And the said "The Trustees of the University of Pennsylvania," for themselves and their successors, do hereby covenant, promise, and agree to and with the said GEORGE WATSON, his executors and administrators, that for and in consideration of the erection, construction, and finishing of the aforesaid Building with its appurtenances, in conformity with the plans and specifications hereby adopted or hereunto annexed, as well as of the true and faithful performance of all and every the covenants and agreements herein contained, on the part of the said party of the second part, the said parties of the first part shall and will well and truly pay, or cause to be paid unto the said party of the second part, the sum of 144,400 dollars, subject to abatement therefrom or increase thereto in manner aforesaid, in the several instalments, and at the respective times hereinafter mentioned for the payment thereof, that is to say, in each and every month during the construction of the said Building, such sum as by the statement of materials used and work done, and the valuation thereof by the said Architect, shall appear to be due, whenever and as soon as such valuation shall be determined, first, nevertheless, deducting therefrom twenty per centum of the amount thereof, to be reserved by the said parties of the first part as hereinbefore covenanted; and when and as soon after the said Building with its appurtenances shall be completely erected, constructed, and finished, and ready for immediate occupancy, and all stone, soil, rubbish, and superfluous matter shall have been entirely removed, and the said premises delivered up to the said "The Trustees of the University of Pennsylvania," with a full and legal release, duly executed by all persons who under the laws of the Commonwealth of Pennsylvania, could or might file any lien on the aforesaid Building and appurtenances for work done or material furnished for constructing the same, that then the said "The Trustees of the University of Pennsylvania," and their successors, shall and will well and truly pay or cause to be paid unto the said GEORGE WATSON, his executors and administrators, one-half of the full and entire balance and residue of the said sum of 144,400 dollars (subject to abatement therefrom or increase thereto, in manner aforesaid, or deduction



therefrom on default of completing the said Building within specified time) then remaining due and unpaid, including all sums of twenty per centum reserved from each and every monthly settlement as aforesaid, it being understood that no interest shall accrue or be payable upon any sums so reserved; the remaining one-half of such balance and residue to be paid six months after the entire completion and delivery of the said Building to the said "The Trustees of the University of Pennsylvania," together with what interest may have accrued at the rate of 6 per cent. per annum upon such final reserved sum from the said date of the entire completion and delivery of the said Building.

And the said parties of the first part for themselves and their successors do hereby further covenant and agree to and with the party of the second part, that upon the completion and delivery of the said Building, they the said "The Trustees of the University of Pennsylvania," and their successors, shall and will purchase all policies of insurance effected as hereinbefore provided, to an amount not exceeding one hundred thousand dollars, and will pay therefor the amount of premium paid by the said party of the second part for the said several insurances, excepting, nevertheless, such part of the said premiums as shall at any time have been paid for extra risks while building. And it is hereby further covenanted and agreed by and between the said parties hereto, that whenever so required by either of the said parties of the first or second parts, the work done, and the materials used in and towards the actual erection and construction of the Building and its appurtenances during any preceding period, not including any materials intended or prepared for use therein, if the same be not *bona fide* and permanently set up or affixed in or to the said Building in accordance with the plans and specifications aforesaid, shall be measured and estimated by three disinterested and competent persons, whereof one shall be chosen by each of the said parties, and they shall call in an umpire, and the joint award of a majority of the said referees, regard being had to the entire consideration money to be paid for the construction of the said Building, shall be binding and conclusive upon both the said parties, their successors or executors and administrators respectively, and all the costs and charges of such measurement and valuation shall be shared equally between the said parties; and if, upon any such measurement and valuation, it shall appear that the aggregate of monthly statements and valuations hereinbefore provided for, inclusive of the twenty per centum of deductions, shall be in excess or below the just and true amount owing for the work done and materials furnished as before said, such excess shall be charged to, or such undervaluation shall be compensated for at the monthly settlement next succeeding such measurement and award.

And it is hereby further covenanted and agreed by and between the said several parties hereto, that the said "The Trustees of the University of Pennsylvania," and their successors, shall be represented in all matters, agreements, alterations, settlements, supervision, and other necessary acts whatsoever relative to or concerning the erection of the said Building and its appurtenances, and the fulfilment of these articles, by a Building Committee duly appointed by the said "The Trustees of the University of Pennsylvania," and all said agreements and acts of the said Building Committee shall be as valid and binding to all intents and



purposes upon the said "The Trustees of the University of Pennsylvania," and their successors, and upon the said GEORGE WATSON, his executors or administrators, as if formally entered into by and with the said "The Trustees of the University of Pennsylvania" under their corporate seal.

In testimony whereof the said "The Trustees of the University of Pennsylvania" have caused these presents to be sealed with their corporate or common seal, and the said GEORGE WATSON has hereunto set his hand and seal the day and year first before written.

























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Pennsylvania. Univ. Trustees.

Articles of agreement between  
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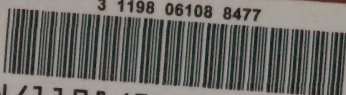
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